

**Barr's
Residential & Leisure Ltd**

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30/11/2015

Senior Licensing Officer
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Dear Mrs S Jones

Norton Manor Estate : Deposit of Site Rules

Following completion of a Site Rules Consultation, I enclose the Site Rules which are being implemented and the fee for this year has already been paid.

Yours Sincerely

Mrs C Barr
SEcretary

Barr's Residential and Leisure Ltd

PARK RULES For Norton Manor Estate



In these rules :

- * "occupier" means anyone who occupies a park home, whether under an Agreement to which the Mobile Homes Act 2013 applies or under a tenancy or any other agreement
- * "you" and "your" refers to the homeowner or other occupier of a park home
- * "we" and "our" refers to the park owner

These rules are in place to ensure acceptable standards are maintained on the park, which will be of general benefit to occupiers, and to promote and maintain community cohesion. They form part of the agreement by which homeowners occupy the pitch in accordance with the Mobile Homes(Wales) Act 2013.

With one exception the rules also apply to any occupiers of park homes who rent their home. The only rule which does not apply to occupiers who rent their home is rule 40 about the colour of the exterior of the home,as someone renting their home would not be responsible for exterior maintenance.

None of these rules is to have retrospective effect. Accordingly :

- * they are to apply only from the date on which they take effect, which is to be confirmed.
- * no occupier who is in occupation on that date will be treated as being in breach due to circumstances which were in existence on that date and which would not have been in breach of the rules in existence before that date.
- * These rules also apply to the park owner and any employees,(for as long as they live on the park) with the exception of the following rules ,21,22,24,32,34

CONDITION OF THE PITCH.

1 : For reasons of ventilation and safety you must keep the underneath of your home clear and not use it as a storage space.

2 : You must not erect fences or other means of enclosure or structures outside your home or on your pitch unless you have obtained our approval in writing .(which will not be unreasonably withheld or delayed) Flags and flag poles are considered as a structure.

3 : Prior to any improvements the written approval is required from the Park Owner .(which will not be unreasonably withheld or delayed)

4 : You must not have external fires, including incinerators.(This rule does not include barbecues)

5 : You must not keep inflammable substances on the park except in quantities reasonable for domestic use.You must not keep explosive substances on the Park.

6: Lodgers are not permitted.

7 : No occupier shall do or permit to be done anywhere on the park any action or act which may be or become a nuisance, damage, annoyance or inconvenience to the park owners or their neighbours or occupiers of any other home on the park or to any adjoining or neighbouring property and shall not use or permit the home to be used for immoral or illegal purposes.

8 : Occupiers will be held responsible at all times for the conduct of all visitors in general, their children/grandchildren and must be supervised at all times and shall not be permitted to play on or around any public building, lakes or ponds,on the car parks or roads or in the entrance to the park.

9 : The planting of trees and shrubs is subject to the Park Owners permission and you will need the prior written approval.1 meter from the road must be kept clear with no obstructions no higher than 30cm high, so there is clear access for the movement of all park homes. (which will not be unreasonably withheld or delayed). Moveable pots and tubs are allowed.The growing of vegetable gardens is allowed in grow bags or planted in the ground but not to exceed a height of 1.5 metres

height, but not permitted in the front or the side of the home or any where visible which may cause a nuisance to adjoining homes.

10 : Existing trees and shrubs may not be cut down, removed or damaged and gardens must be left intact when the occupier vacates the pitch. Access is not permitted to vacant pitches and building materials or other plant machinery must be left undisturbed.

11 : Hedges between homes shall be maintained by the occupier but to a height not to exceed 3ft, as they must not be permitted to grow to a size or shape as to interfere with the roadways or boundaries and any neighbours pitch.

12 : Park Boundary hedges and fences must not be interfered with by any occupier, these hedges and fences will be maintained by the Park Owner.

13 : Rotary lines are acceptable but must be positioned reasonably screened from the public view that is approved in writing by the park owner.

14 : No unauthorised entrances to the park will be permitted.

15 : You must not do or allow to be done anything on your pitch which might breach any of the conditions of the park owners site licence conditions.

STORAGE :

16: You must not have more than one storage shed/garage on the pitch. Where you source the shed/garage yourself the design, standard size of the shed must be approved by us in writing (approval will not be withheld or delayed unreasonably) You must position the shed as to comply with the park's site licence and fire safety requirements.

17 : You must ensure that any shed or other structure erected in the separation space between park homes is of non-combustible construction and positioned as to comply with the park's site licence conditions and fire safety requirements. The separation space is the space between your park home and any neighbouring home. Written approval is required via "works to plot" for the erection of any greenhouse as for the location, so not to be visible and cause a nuisance to adjoining homes

REFUSE :

Waste is collected by the local authority.

18 : You are responsible for the disposal of all household , recyclable and garden waste in approved containers through the local authority service. You must not over fill the containers and must place them in the approved position for the local authority collections.

19 : You must not deposit any waste or rubbish other than in local authority approved containers on any part of the park (including any individual pitch)

20 : Refuse and recycling must not be placed at the front of the home for collection more than 12hrs before that collection.

BUSINESS ACTIVITIES :

21 : You must not use the park home, the pitch or the park (or any part of the park) for any business purpose, and you must not use the park home or the pitch for the storage of stock, plant, machinery or equipment used or last used for any business purpose. However you are at liberty to work individually from home by carrying out office work of a type which does not create a nuisance to other occupiers and does not involve other staff, other workers, customers or members of the public calling at the park home or the park.

AGE OF OCCUPANTS :

22 : No persons under the age of 50 years may reside in a park home, with the exception of the park owner and their family, the park warden and employees

NOISE NUSIANCE

23 : You must not use musical instruments, all forms of recorded music players, radios and other similar appliances and motor vehicles so as to cause a nuisance to other occupiers, especially between the hours of 10.30pm and 8.00am

PETS :

24 :You must not keep any pets or animals except the following :

Not more than 1 domestic cat. You must keep any cat under proper control and must not permit it to frighten other users of the park, or to despoil the park.

* Not more than 1 dog small to medium sized dog which is deemed as no bigger than 600mm or up to 24 inches, measured from toe to nape of neck.(other than any of the breeds subject to the Dangerous Dogs Act 1991 which are not permitted at all) You must keep your dog under proper control and you must not permit it to frighten other users of the park. You must keep any dog on a leash not exceeding 1m length and must not allow it to despoil the park.

NOTE :The express terms of a homeowners agreement contain an undertaking on the part of the home owner not to allow anything which is or becomes a nuisance,inconvenience or disturbance to other occupiers at the park and this undertaking extends to the behaviour of pets and animals. A similar requirement not to cause a nuisance applies to tenants and again this includes the behaviour of pets and animals.

NOTE : These rules do not have retrospective effect. If the keeping of the pet complied with the previous rules, an occupier will not be treated as being in breach when these rules take effect. However, when the pet dies or leaves it can only be replaced if this would comply with these rules. Visitors who also bring dogs or any other pets onto the park are also expected to follow these rules.

(Rule 24 does not apply to pets owned by the park owner and their family, and the park warden.)

25 : Nothing in rule 24 of these park rules prevents you from keeping a assistance dog if this is required to support your disability and assistance dogs UK or any successor body has issued you with a Identification book or other appropriate evidence.

26 : Feeding of wild animals/birds :

One high level seed container per plot is permitted subject to being constructed in a manner where seed cannot fall to the ground. The feeding of birds/ or animals at or near ground level is prohibited to avoid attracting animals which may damage planting on the park or pitches and to avoid attracting vermin which may be a health hazard.

WATER :

27 : where water is not separately metered at the park home or not separately charged for you must not use hose,except in case of fire. How ever where a spring water supply is used and metered precautions of hose pipe bans may be necessary only if water levels become low or local authorities enforce a hose pipe ban.

28 : You must protect all external water pipes from potential frost damage.

FIRE PRECAUTIONS :

29 : You must only use fire point extinguishers in case of fire.

SUB LETTING :

30 : Residents must not sub-let their pitch,home,parking space,or garage,or any part thereof. The park owners may from time to time rent homes. Where that occurs the tenant shall abide by these rules.

VEHICLES AND PARKING :

31 : You must drive all vehicles on the park carefully and within the 5mph displayed speed limit.

32 : You must not park anywhere except in the parking space allocated to your home.

33 : You must not park on the road or grass verges.

34 : Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort on the park, including :

- * light commercial vehicles or light goods vehicles as described in the vehicle taxation legislation and
- * Vehicles intended for domestic use but derived from or adapted from such a commercial vehicle. (with the exceptions of commercial vehicles operated by the park owner and their family, the park warden & employees).

35 : The parking of a touring caravan and motorhome must have the written consent from the Park Owner and conform with the site licence and fire safety regulations. Guidance note : and must be parked in the permitted and allocated spaces on the park.

36 : You must hold a current driving licence and be insured to drive any vehicle on the park. You must also ensure that any vehicle you drive on the park is taxed in accordance with the requirements of law and is in a roadworthy condition.

37 : Disused or unroadworthy vehicles must not be kept anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned, without the consent of the vehicle owner

38 : You must not carry out the following works or repairs on the park :

- (a) major vehicles repairs involving dismantling of part(s) of the engine
- (b) works which involve the removal of oil or other fuels.

WEAPONS :

39 : It is forbidden to carry offensive weapons or other objects likely to give offence on the park. Guns, cross bows or fire arms of any kind shall not be used on the park.

EXTERNAL DECORATION OF HOMES :

40 : Homeowners must maintain the outside of their park home in a clean and tidy condition. Where the exterior is repainted or re-covered homeowners must use reasonable endeavours not to depart from the original exterior colour scheme. No external alteration or works to be done to the home, without prior written permission.

41 : All wheels on your park home must not be removed, nor the home be repositioned, and no replacement of park homes is permitted without prior written consent.

42 : You must ensure that your mobile home, at all times complies with the statutory definition of a caravan. "Mobile home" has the same meaning as "caravan" in Part 1 of the Caravan Sites Act and control of Development Act 1960 (or any definition that may cause subsequently amend or supersede it)

43 : Only mobile homes which are of proprietary manufacture and comply with British standard 6332 shall be sited on the park. The supply, delivery movement and sitting of any park homes must be carried out by a professional contractor with appropriate public liability insurance.

44 : An exterior dusk till dawn light on your park home must remain on at night, to promote subtle lighting around the park. Guidance note : The park owner is able to provide the bulb free of charge if you require, or the bulb can be sourced by yourself at your cost if you prefer.

45 : Upon a sale there is a 10% commission payable on residential homes and a 15% commission on Holiday homes by the purchaser, which is payable to the park owners .

46 : Television aerials and satellite dishes must be of either an internal type or, if affixed outside to be fixed discreetly outside or must not exceed the height of your mobile home.

GENERAL MATTERS :

47 : The occupier must insure the home, particularly in respect of public liability which is normally covered by their household insurance. The park owners do not accept any responsibility for any loss, theft or damage to or from any park home, shed, outbuilding or the contents thereof of any property brought onto the park by any resident or visitor unless there is proven negligence by the park owner.

48 : No CCTV cameras to be installed recording the outside of the occupiers plot,

or any neighbours, unless with the written consent of the park owners.

49 : Log burners or any other fossil fuel burners are not permitted.

50 : The storing of logs or solid fuels is not allowed to breach any fire safety requirements.

51 : You must comply with any enactments, orders, regulations and bye-laws which relate to the park, pitch or mobile home (e.g issued by the local authority, county council, environment agency or parliament)

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GUIDANCE NOTE AS A RECOMMENDATION :

Each home shall be equipped with a means of tackling fire, such as an extinguisher, fire blanket or similar. It is forbidden to interfere with fire points and extinguishers which is for use only in the event of fire.